

Dear Planning Commission,

Please accept the following input from Argus Farm Stop, regarding the proposed dispensary at 1202 Packard.

The proposed site plan would significantly impair Argus' business operations and presents serious safety issues for our customers and other pedestrians and bikers.

The site plan proposes that dispensary customers (up to 50 per hour according to the petitioner) would exit by cutting directly through our loading zone behind our building. Keep in mind that Argus is an everyday farmers market, with approximately 200 producers selling through the store. These producers deliver multiple times per week and we require full and continuous use of our loading zone. We are not a store that has a single Sysco delivery; but rather receive 100's of deliveries each week from small farms and producers throughout the day. It was for this reason that the easements that were granted to cross our property to 1202 Packard specifically excluded high volume vehicle traffic (see attached). A plan in which 50 vehicles per hour cross the area behind our store will not work for Argus (1200 Packard), Toarmina's (944 Dewey) or for the dispensary customers (1202 Packard).

Given this reality, dispensary customers will be forced or tempted to leave via the Packard driveway. This will create a chaotic situation where cars are both entering and exiting from Packard, all taking place directly in the intersection of Packard and Wells. Argus has outdoor displays of produce and flowers and the sidewalk is a busy area. This site plan presents a significant safety risk by having high volume vehicle traffic in such close proximity to our pedestrian area. Making matters worse, the 1202 driveway is narrow, with only 9.5 feet between our building and the dispensary. This does not meet city code for a one-way driveway, let alone for a two way driveway. The city code (section 5.19.10) requires retail one-way drives to be at least 10 feet wide, and two way driveways to be at least 18 feet wide. That is not a safe plan.

We request that this application not be approved until these operational impacts and safety risks are resolved.

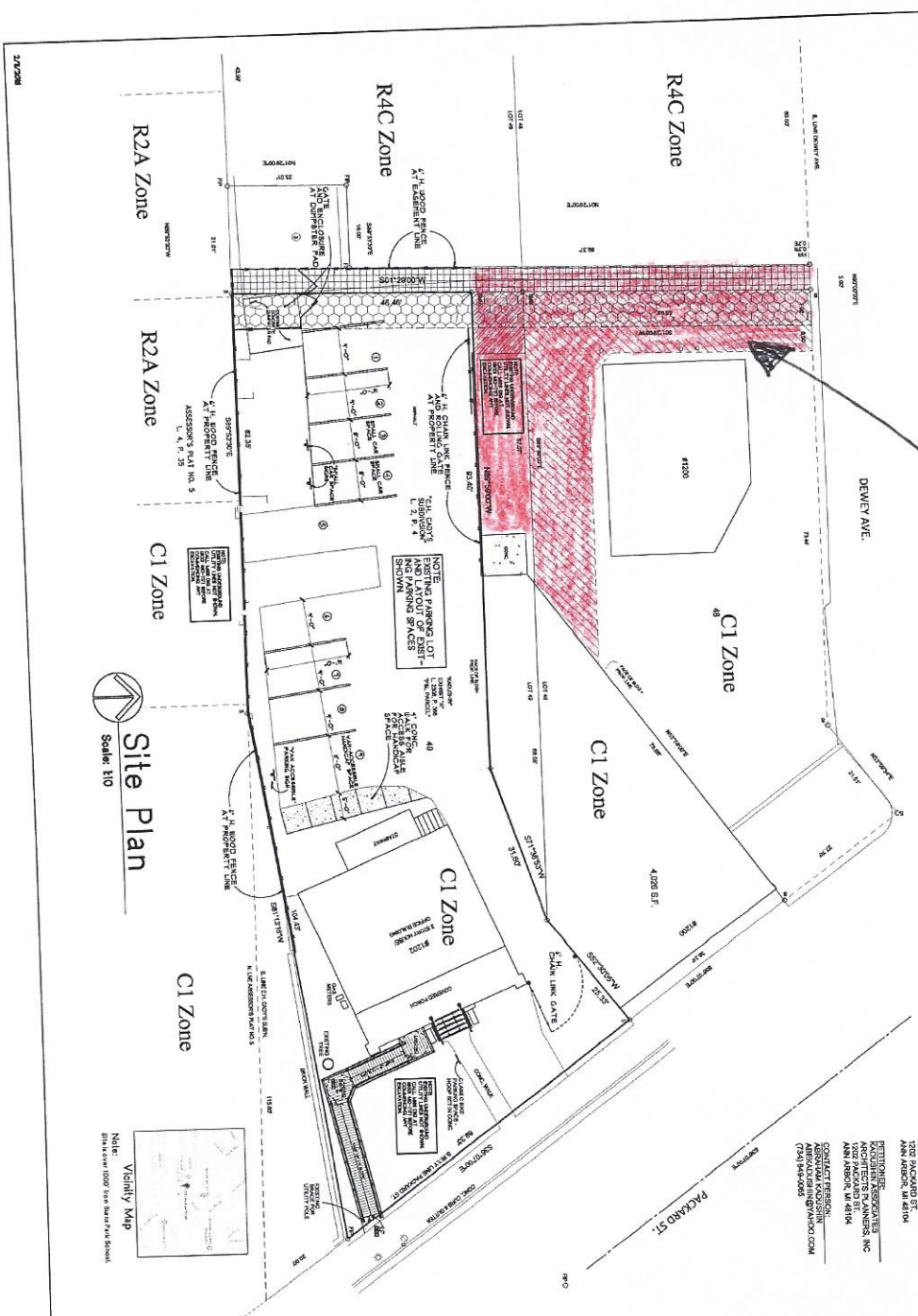
Bill Brinkerhoff
Kathy Sample
Argus Farm Stop

Arqs / Trainers Loading zone - No retail traffic allowed under easements granted to Kadushin / 1202.

SITE PLAN FOR SPECIAL EXCEPTION USE

Michigan Natural Remedies

1202 Packard St.
Ann Arbor, Michigan



Drawing Index
T-1 Site Plan/Drawing Index

PROJECT OWNER:
KADUSHIN ASSOCIATES
ANN ARBOR, MI 48104

DESIGNER:
KADUSHIN ASSOCIATES
1202 PACKARD ST
ANN ARBOR, MI 48104
CONTACT PERSON:
ARON KADUSHIN
(734) 945-2000

SITE INFORMATION:

NO.	DESCRIPTION	STATUS
1	EXISTING BUILDING	EXISTING
2	EXISTING DRIVEWAY	EXISTING
3	EXISTING SIDEWALK	EXISTING
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COMPARISON CHART:

NO.	DESCRIPTION	EXISTING	PROPOSED
1	EXISTING BUILDING	EXISTING	EXISTING
2	EXISTING DRIVEWAY	EXISTING	EXISTING
3	EXISTING SIDEWALK	EXISTING	EXISTING
4	EXISTING DRIVEWAY	EXISTING	EXISTING
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COMMUNITY ANALYSIS AND REQUIRED STATEMENTS:

1. The proposed project is located in the R4C Zone, which is a residential zone. The project is a commercial building, which is not permitted in this zone. The project is a special exception use, which is permitted in this zone. The project is a special exception use, which is permitted in this zone.

REVISIONS:

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KADUSHIN ASSOCIATES ARCHITECTS PLANNERS
1202 Packard St, Ann Arbor, MI 48104
734.983.3598 FAX 734.983.3598
99981 Legend Ave, Grand Haven, MI 49438
305.445.8880
WWW.KADUSHIN.ORG

Site Plan/Drawing Index
1202 Packard St, Ann Arbor, Michigan

Approved By: [Signature]
Scale: 1/8" = 1'-0"

Project No. [Redacted]
Sheet No. T-1

LIBER 2308 PAGE 383
page 1 of 8

TIME RECORDED 9:26 AM
DATE April 11 1989
ROBERT M. HARRISON
WASHTENAW COUNTY CLERK/REGISTER

#3946
RECORDED
WASHTENAW COUNTY MI
Apr 11 9 26 AM '89
ROBERT M. HARRISON
COUNTY CLERK/REGISTER

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made as of the 28th day of February, 1989, by and among the Estate of Esther P. Hawkins, Washtenaw County Probate Court File No. 87-87662-I.E., whose address is 1717 South State Street, Ann Arbor, Michigan ("Hawkins"), P & L Properties, a Michigan co-partnership, whose address is 2200 Green Road, Suite L, Ann Arbor, Michigan ("P & L"), and Eugene Belknap and Rebecca Belknap, his wife, whose address is 3000 Whitmore Lake Road, Ann Arbor, Michigan ("Belknap").

WITNESSETH:

WHEREAS, Hawkins is the fee title owner and land contract vendor of a certain parcel of property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 1202 Packard Street and more particularly described on Exhibit A attached hereto (the "P & L Parcel"); and

WHEREAS, P & L is the land contract vendee of a certain property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 1202 Packard Street and more particularly described on Exhibit A attached hereto (the "P & L Parcel"); and

WHEREAS, Belknap is the owner of a certain parcel of property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 1200 Packard Street and more particularly described on Exhibit B attached hereto (the "Belknap Parcel"); and

WHEREAS, the parties hereto desire to impose and establish an easement of common use for vehicular access across the Belknap Parcel to the P & L Parcel, which shall run with the land and burden and benefit, as the case may be, the owners of the Parcels and their respective successors and assigns.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration paid by P & L to Belknap, the receipt of which is hereby acknowledged, the covenants and conditions herein contained, to be observed and performed by each of the parties hereto, the parties hereto agree as follows:

- 1. Grant of Easement. Belknap hereby grants to Hawkins and P & L a non-exclusive, perpetual easement on, over and across the paved surface now or hereafter existing on the Belknap parcel, for the purpose of providing pedestrian and vehicular ingress and egress

for the employees, agents, tenants, licensees, guests, and invitees of Hawkins and P & L to and from Dewey Street (the "Belknap Access Easement"). Notwithstanding the foregoing, the Belknap Access Easement shall not apply to excessive vehicular traffic to the P & L Parcel and in the event that excessive vehicular traffic occurs in the opinion of Belknap due to a change of use or ownership of the P & L Parcel, use of the easement may be reasonably restricted to limit traffic in order to avoid congestion and the stacking of vehicular traffic trying to use the easement.

2. Covenants of P & L. P & L covenants and agrees that:

(a) It shall obtain a stake survey along the west line of the two parcels of property described on Exhibit C attached hereto (the "Weaver Parcels") and shall widen the existing asphalt pavement adjacent thereto westerly to the stake survey line and install a chain link fence of at least five feet in height thereon in the location of the stake survey.

(b) It shall not place any sign or other advertisement (i) on the Belknap Parcel relating to the use or occupants of, or name of any improvements on, the P & L Parcel, or (ii) on the Belknap Parcel indicating access to and from the P & L Parcel through the Belknap Parcel.

(c) It shall pay the attorney fees incurred by Belknap in the preparation of this Agreement.

3. Covenants of Belknap. Belknap covenants and agrees that:

(a) Except as required by any governmental authority or agency, neither Belknap, nor its employees, agents, tenants, licensees, guests, or invitees, shall disturb, injure, molest, or interfere with the reasonable and responsible use by P & L of the Belknap Access Easement, except as hereinbefore permitted.

(b) It shall pay, prior to the date when due, without interest or penalty, all real estate taxes and general or special assessments levied against the Belknap Parcel.

4. Maintenance, Repair and Replacement of the Belknap Access Easement.

(a) P & L agrees to bear two-thirds of the cost of maintenance, repair and replacement of the surface improvements on the Belknap Access Easement, and Belknap agrees to bear one-third of the cost thereof. Belknap and P & L shall, from time to time, agree upon the nature and timing of maintenance, repair and replacement on the Belknap Access Easement and shall generally cooperate with respect to such maintenance. Any party

incurring an expense of maintenance, repair or replacement of improvements to the surface of said Belknap Access Easement shall invoice the other party for its allocable share of such expenses, and such invoice shall be payable within ten days after issuance.

(b) Belknap and P & L may, from time to time, adopt rules regarding usage of the Belknap Access Easement, and if such rules are adopted, both Belknap and P & L shall use their best efforts to observe and enforce such rules. Absent such rules, both Belknap and P & L agree that they will, and they will cause all users having use rights through it, to use the Belknap Access Easement in a manner which will be compatible with the use rights of the other party.

5. Insurance. Each party hereto shall, at all times during the term of the Belknap Access Easement and at its sole cost and expense, maintain general public liability insurance against claims for bodily injury, personal injury, death, or property damage for accidents occurring on, in or about its Parcel and those of the Belknap Access Easement benefitting its parcel, respectively, with coverage of not less than One Million Dollars single limit. Each party hereto releases the other from liability arising from any peril to the extent the same shall be effectively covered by hazard insurance, if permitted by both carriers of such insurance.

6. Right to Cure.

(a) In the event any party to the Agreement or any person holding under or through them shall violate any covenant contained herein, which shall be capable of being cured by the payment of money, or which shall be capable of being performed by any other party hereto aggrieved by such violation, or by any holder of a mortgage on any of the Parcels, on behalf of the party causing such violation, then in such event, the aggrieved party or mortgagee, as the case may be, shall give the party causing such violation written notice of such violation and if the party receiving such notice shall fail to cure such violation promptly following receipt of such notice, the aggrieved party or mortgagee shall have the right to make such payment of money on behalf of the party causing such violation, or to cause such obligation to be performed on behalf of the party who shall have failed to perform the same and the amount so paid, or the cost of the aggrieved party or the mortgagee performing such obligation, as the case may be, shall be paid to the aggrieved party or the mortgagee upon receipt by the party who shall have failed to perform such obligation of bills therefor.

(b) In the event a party or mortgagee shall, in accordance with Section 6(a) hereof, expend funds on behalf of the other party, the party or mortgagee expending such funds shall have a lien on the Parcel owned by the party so in default to secure pay-

ment to the person expending such funds for the complete costs and expenses incurred by such person (including reasonable attorneys fees) in connection with curing the default of the party who shall have violated its obligations hereunder and interest thereon, accrued from the date of expenditure to the date of repayment at the rate of fifteen percent (15%) per annum, or, if less, then at the highest rate permitted by law, which lien shall be deemed perfected upon the expenditure of any such funds by the person curing such default. Such lien shall be foreclosed by the person who shall have incurred such expense in the manner provided for the judicial foreclosure of mortgages. The rights granted under this Section 6 shall not constitute the exclusive remedy of the aggrieved party, but shall be in addition to all rights and remedies available in law or in equity. Any lien created by and resulting from this Agreement shall be, and is hereby subordinate and inferior to the lien of any mortgage now existing or hereinafter placed upon all or any part of any of the Parcels; provided, however, the Belknap Access Easement, restrictions and covenants contained herein shall not be deemed to be liens for the purposes of this Section 6.

7. Injunctive Relief. In the event any violation of the Belknap Access Easement, restrictions or covenants herein contained shall not be capable of being cured by the payment of money or by causing such obligation to be performed on behalf of and at the expense of the party so in default, then in such event, any other party hereto aggrieved by such violation may institute appropriate proceedings to have the continuance of such violation enjoined and shall have the right to take any other action available to it in law and equity to be compensated for damages resulting from such violation. As a condition precedent to the institution of such action, the party aggrieved by such violation shall give the party causing such violation, and the holder of any mortgage on the Parcel owned by the party causing such violation, written notice that the party causing such violation shall have ten (10) days to cure such violation. In the event the party causing such violation shall not cure or attempt to cure such violation, said mortgagee shall have the right to cure, or cause to be cured, such violation. In the event that such violation cannot be reasonably cured by the party causing the same or said mortgagee within such ten (10) days, then the party causing such violation, or the mortgagee, as the case may be, shall have such additional period of time as may be reasonably necessary to cure the same; provided, however, that such party or mortgagee shall commence to cure such violation within the said ten (10) day period.

8. Right to Mortgage. Each party hereto shall have the right to encumber its respective Parcel by mortgage and assign its interest in this Agreement as collateral security therefor. Any and all mortgages shall be subject and subordinate in all respects to the provisions of this Agreement.

9. Estoppel Certificate. At the request of any party hereto, made not more often than twice in any twelve (12) month period, one or both of the parties hereto to which such request is directed shall execute and deliver, within ten (10) days, an estoppel certificate stating that to the best of the signatory's belief (a) this Agreement is in full force and effect, (b) there is no default under this Agreement, or if there are any defaults, the extent and nature thereof, (c) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the date of any such modifications or amendments, and (d) such other information as such requesting party may request. The estoppel certificate may be relied upon by the party to whom it is addressed.

10. Notice. Whenever notice is required to be given hereunder by one party to the other party, such notice shall be sufficient if the same is in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, to the party entitled to notification at the address set forth above or at such other address as shall be established by such party or its successors and assigns for notice purposes from time to time by means of written notice given in the manner contemplated by this Section 10.

11. Binding Effect. The Belknap Access Easement and all covenants contained in this Agreement are imposed upon and each shall run with and against, the relevant Parcel, shall be a charge and a burden thereon and shall be binding upon the owner thereof, and its successors in interest and shall inure to the benefit of the other Parcel benefitted by the Belknap Access Easement and the owner thereof, its successors and assigns, including the holder of any first mortgage upon the benefitted Parcel. None of the Easements or other rights conferred hereunder shall be construed as a dedication for public use nor shall they benefit any person not expressly provided for hereinabove.

12. Amendment. This Agreement may be modified, amended or terminated only by consent of all the then owners of the Parcels. No other persons, including, without limitation, tenants or occupants of said Parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

14. Authority. Each of the parties hereto represent and warrant that (a) they have the requisite power and authority to enter into and perform their respective obligations under this Agreement, and (b) execution and delivery of this Agreement by the individual(s) signing this Agreement on behalf of each party hereto has been duly authorized by all necessary action by each such party.

LEGAL DESCRIPTIONS FOR PROPERTY
LOCATED IN THE CITY OF ANN ARBOR,
WASHTENAW COUNTY, MICHIGAN

EXHIBIT A

Lot 49, C. H. Cady's Subdivision, as recorded in Liber 2 of Plats, page 4, Washtenaw County Records. Excepting and reserving therefrom the west 65 feet of said Lot 49, this strip of land having previously been sold to Mina Olinger. Also excepting and reserving a piece of land in the SE corner of said Lot 49 described as follows:

Beginning at the intersection of the south line of said Cady's Addition and the southwesterly line of Packard Street; thence 20 feet northwesterly along said line of Packard Street; thence southwesterly to a point 115 feet west of the place of beginning and on the south line of said Lot 49; thence east along the south line of said lot to the place of beginning, said strip of land having been previously sold to Alice C. Eberbach. Also excepting and reserving therefrom a parcel of land in the NE corner of said lot conveyed to Ashley H. Clague and wife by Warranty Deed recorded June 9, 1954 in Liber 661 of Records, page 312, Washtenaw County Records.

EXHIBIT B

The east 7 feet of the west ⁷² feet of Lots 48 and 49, C. H. Cady's Subdivision as recorded in Liber 2 of Plats, page 4, Washtenaw County Records.

EXHIBIT C

The east 5 feet of the west 65 feet of Lots 48 and 49, C. H. Cady's Subdivision as recorded in Liber 2 of Plats, page 4, Washtenaw County Records, and the west 12 feet of the following described property: Commencing at the NE corner of Lot 49 of C. H. Cady's subdivision as recorded in Liber 2 of Plats, page 4, in the Office of the Register of Deeds for Washtenaw County, Michigan, and running thence southwesterly along the north line of said lot, 25.33 feet to an angle point in said line for the place of beginning; thence westerly deflecting 36°02' to the right and along the north line of said lot, 123.12 feet; thence southerly deflecting 88°32' to the left 10.00 feet; thence easterly deflecting 91°28' to the left 93.40 feet; thence northeasterly deflecting 18°23' to the left 31.64 feet to the place of beginning, being part of Lot 49 of said C. H. Cady's subdivision to the City of Ann Arbor, Washtenaw County, Michigan.

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15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

John Psychas
John Psychas
Jan L. Hawkins
Jan L. Hawkins

ESTATE OF ESTHER P. HAWKINS
By: Harry P. Hawkins
Harry P. Hawkins, Personal Representative

Paula E. Bowman
Paula E. Bowman
Marsha P. Volchoff
Marsha P. Volchoff

P & L PROPERTIES
By: David W. Lutton
David W. Lutton, Partner

Jean Marie Revelt
Jean Marie Revelt
Karl R. Frankena
Karl R. Frankena

Eugene Belknap
Eugene Belknap
Rebecca Belknap
Rebecca Belknap

STATE OF MICHIGAN)
) SS:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, this 7th day of APRIL, 1989, by Harry P. Hawkins, Personal Representative of the Estate of Esther P. Hawkins, Washtenaw County Probate Court File No. 87-87662-I.E.

John Psychas
John Psychas, Notary Public
Washtenaw County, Michigan
My Commission Expires: 12-8-90

CFC

STATE OF MICHIGAN)
) SS:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, this 10th day of April, 1989, by David W. Lutton, a partner of P & L Properties, a Michigan co-partnership, on behalf of said co-partnership.



Paula E. Bowman, Notary Public
WAYNE ~~Washtenaw~~ County, Michigan
My Commission Expires: 11-1-90

Acting in Washtenaw

STATE OF MICHIGAN)
) SS:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me, this 21st day of February, 1989, by Eugene Belknap and Rebecca Belknap, his wife.



Karl R. Frankena, Notary Public
Washtenaw County, Michigan
My Commission Expires: 3/17/89

This document prepared by
and when recorded return to:

Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
700 City Center Building
Ann Arbor, Michigan 48104
(313) 761-9000

Tax code: 09-33-214-004